

NATCA/AIR-140

AFS- 610 =

AIR- 140

Union Rep
Jess Lewis

MEMORANDUM OF AGREEMENT

Between

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National Air Traffic Controllers Association



And

Federal Aviation Administration

Flight Standards Service

Regulatory Support Division

Airworthiness Programs Branch

Oklahoma City, Oklahoma

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NOT
REMOVE

October 2000

MEMORANDUM OF AGREEMENT
BETWEEN THE
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION
AND
AIRWORTHINESS PROGRAMS BRANCH (AFS-610)

The Federal Aviation Administration, Flight Standards Service, Regulatory Support Division, Airworthiness Programs Branch (AFS-610, the Employer) and the National Air Traffic Controllers (NATCA, the Union), collectively known as "the Parties," agree to the following interim procedures and provisions in order to fulfill their respective obligations pursuant to the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7101 *et seq* (the Statute), concerning the bargaining unit covered under DA-RP-90025.

No modification or waiver of the terms and conditions of this Agreement shall be valid unless made in writing and executed by the Parties at the level of recognition. All references to days in this Agreement mean calendar days, unless otherwise specified.

Article 1

Recognition and Representation

Section 1. The Employer recognizes NATCA as the exclusive representative of all bargaining unit employees as certified by the Federal Labor Relations Authority (FLRA) in Case Number DA-RP-90025, effective September 8, 2000.

Section 2. The Union may designate one bargaining unit employee (BUE), known as the NATCA/AFS-610 Representative, to serve as the Union's representative of the bargaining unit. The NATCA/AFS-610 Representative will designate, in writing, a BUE to serve in his or her absence.

Section 3. All designations under this Article will be served on the Employer in writing and kept current.

Article 2

Official Time

Section 1. Subject to operational requirements, the Union official designated in Article 1, Section 2 of the Agreement may request and be granted official time, if otherwise in a duty status, for the purposes provided for by this Agreement. Any request to use official time must be presented to the representative's immediate supervisor first, and will specify the amount and category of time requested as indicated below. All use of official time will be reported by the representative and recorded by the supervisor on an official form provided by the Employer. Upon request, a copy of the form will be provided to the Union for their review.

Section 2. The NATCA/AFS-610 Representative may be granted up to six (6) hours of official time per pay period for the following representational purposes:

- a. preparing and attending grievance presentations;
- b. attending statutory labor relations training.

The official time authorized pursuant to this section is non-cumulative and may not be carried over to subsequent pay periods.

Section 3. The Union official designated in Article 1 of this Agreement may use official time, if otherwise in a duty status, to participate in negotiations and meetings with the FLRA, as provided for in 5 U.S.C. § 7131(a) and (c).

Section 4. In addition to the above representational and statutory official time; and subject to Section 1 of this Article, the Union official designated in Article 1 of this Agreement may be granted a reasonable amount of official time for the following purposes:

- a. attending meetings arranged by the Employer to which the Union is expressly invited;
- b. attending formal discussions; and
- c. attending *Weingarten* meetings when Union representation is requested by a BUE.

Section 5. Employees may not use official time or duty time for internal union business. Employees may request to use leave without pay, earned compensatory time, or annual leave to perform internal union business.

Article 3

Interim Grievance Procedure

Section 1. For the purposes of this interim grievance procedure, the Parties shall be the Employer and the Union. This procedure shall be the exclusive grievance procedure applicable to BUEs. All references to "days" in this procedure mean calendar days, unless otherwise specified.

Section 2. The following matters are excluded from the procedure:

- a) any claimed violation related to prohibited political activities;
- b) any retirement, life insurance, and health insurance;
- c) suspension or removal related to national security matters;
- d) any examination, certification, or appointment;
- e) the classification of any position which does not result in the reduction in grade or pay of any employee;
- f) the removal of probationers; and
- g) proposed notices of disciplinary action.

Section 3. A grievance shall be defined as any complaint:

- a) by a bargaining unit employee (BUE) concerning any matter relating to the employment of the employee
- b) by the Union concerning any matter relating to the employment of any BUE; or
- c) by a BUE or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, as provided by applicable provisions of the Civil Service Reform Act of 1978, FAA Personnel Management System, or this Agreement.

The Parties recognize that employees are entitled to file and seek resolution of grievances under the provisions of this procedure. The Parties agree not to interfere with, restrain, coerce, or engage in any reprisal against any employee or Union representative for exercising rights under this Article.

Section 4. Employee Grievances

Step 1: When a complaint arises, the employee or the employee's Union representative shall notify the affected employee's immediate supervisor in writing within twenty (20) days of the event giving rise to the complaint or within twenty (20) days of the time the employee may have reasonably been expected to have learned of the event. The written grievance will contain the name of the employee, the facts related to the grievance, the remedy sought, and the name of the employee's union representative, if any. The supervisor shall respond to the employee's grievance in writing within twenty (20) days of notification.

Step 2: If the employee is not satisfied with the supervisor's response or decision, the employee or the union may elevate the grievance to the Division Manager (AFS-600) within twenty (20) days from the date of the Step 1 decision or within twenty (20) days of the date the Step 1 decision was due. A decision shall be rendered in writing within 20 days.

Step 3: If the Union is not satisfied with the Step 2 decision, the Union's Director of Labor Relations shall provide written notice of intent to submit the grievance to arbitration within thirty (30) days from receipt of the Step 2 decision or within thirty (30) days from the date the Step 2 decision was due. Such notice shall be made by certified mail to the Labor Relations Office (AMH-100) Mike Monroney Aeronautical Center, Oklahoma City, OK.

Disciplinary Grievances: A final Employer decision concerning a suspension or removal of an employee may be considered the same as receiving a Step 2 decision. The Union may request arbitration of such a decision in accordance with the procedures and time limits in Step 3, above.

Section 5. Bargaining Unit-wide Grievances

a) In the case of a grievance filed by the Employer or the Union involving a matter that affects the entire bargaining unit, the moving Party shall submit the written grievance by certified mail to the Union's Director of Labor Relations, or his/her designee, or to the Branch Manager, Airworthiness Programs Branch (AFS-610), or his or her designee, as appropriate, within twenty (20) days of the event giving rise to the grievance or within twenty (20) days of the date the moving Party may have reasonably been expected to have learned of the event. The written grievance will contain all of the available facts supporting the grievance, including the names of affected employees, if appropriate, the remedy requested, and the name of the designated Union or Employer representative. The responding Party shall answer the grievance in writing within twenty (20) days of receipt of the grievance.

b) If the moving Party is not satisfied with the grievance response, the moving Party shall provide written notice of its intent to submit the grievance to arbitration within thirty (30) days from receipt of the grievance response or within (30) days from the date the response was due. Such notice shall be made by certified mail to the Union's Director of Labor Relations, or his/her designee, or to the Labor Relations Office (AMH-100), Mike Monroney Aeronautical Center, Oklahoma City, OK, as appropriate, and processed in accordance with the provisions of Section 6, below.

Section 6. Arbitration

a) The parties shall create a panel of three (3) mutually acceptable arbitrators. Either party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Arbitrators selected for panels must also agree to hear expedited arbitration cases. If arbitration is requested, the Parties shall select an arbitrator from the panel of arbitrators established above. Within fourteen (14) days of the date of the request, the Parties shall mutually select an arbitrator from that panel or by striking names. The grievance shall be presented to the arbitrator as soon as reasonably practicable on a date and at a location mutually agreeable to the Parties. The arbitrator's decision shall be final and binding. The arbitrator shall be confined to the precise issue(s) submitted for arbitration and shall have no authority to determine or decide any other issue(s) not so submitted.

b) The arbitrator's fees and expenses shall be borne equally by both Parties. If a verbatim transcript of the arbitration hearing is made and either Party desires a copy of the transcript, that Party shall bear the expense of the copy or copies obtained. The Parties shall share equally the cost of the transcript provided to the arbitrator.

c) The grievant shall be allowed to participate in the arbitration process on official time, provided the grievant is otherwise in a duty status. The arbitration process includes, but is not limited to, meetings with Union representatives to prepare for hearings. Each Party shall bear the expenses of its own witnesses who are not employed by the FAA or who are not located at the duty location where the grievance arose. FAA employees who are called as witnesses shall be in a duty status, if otherwise in a duty status. The Employer will adjust the duty schedules of bargaining unit employees to allow them to appear in a duty status providing operational requirements permit and no additional expense is incurred by the Employer. The parties shall exchange lists of potential witnesses at least 5 workdays in advance of the hearing date. The Employer shall make a reasonable effort to produce a reasonable number of relevant witnesses requested by the Union. If the Parties are unable to agree on a joint issue statement, each side shall reduce its statement of the issue(s) in writing and serve it on the other party. Such statements shall be presented to the arbitrator at the beginning of the hearing. The Parties shall attempt to stipulate to any exhibits relevant to the grievance at least five (5) workdays prior to the scheduled hearing date.

Section 7. The Union advocate, if an employee of the FAA, shall be granted up to eight (8) hours of official time for preparation for the hearing. Additional release time may be granted, unless prohibited by operational requirements. Such time may be annual leave, earned compensatory time, leave without pay, or combination thereof. The grievant and/or the Union advocate shall be given a reasonable amount of official time to present the grievance in arbitration proceedings. If the parties elect to submit a post hearing brief, the Union's case advocate, if an employee of the FAA, will be granted up to sixteen (16) hours of release time to prepare the post hearing brief. Such time will be annual leave, earned compensatory time, leave without pay, or any combination thereof. Additional release time may be granted unless prohibited by operational requirements.

Section 8. Failure of the grievant to proceed with a grievance within any of the time limits specified in this procedure shall render the grievance void or settled on the basis of the last decision rendered by the Employer, unless the Parties have agreed to an extension of the time limits. Failure of the Employer to render a decision within the time limits specified in this procedure shall entitle the grievant to elevate the grievance to the next step without a decision, unless the Parties have agreed to an extension of the time limits.

Section 9. Requests for extensions of any time limits in this Agreement must be mutually agreed to by the Parties and reduced to writing.

Article 4

Changes in Working Conditions

Section 1. Should the Employer propose a change in personnel policies, practices, or other matters affecting working conditions of BUEs, the Employer shall provide written notice of the proposed change at least thirty (30) days in advance of the effective date of the change, unless operational necessity requires a shorter period. Such notice will be sent to NATCA's AFS-610 Representative, with a copy to the NATCA Director of Labor Relations.

Section 2. The Union shall have up to ten (10) days after receipt of the Employer's notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within ten (10) days of the Employer's receipt of the Union's request. All requests for meetings/negotiations on matters not specifically covered by this Agreement, will be submitted to the Branch Manager, Airworthiness Programs Branch (AFS-610), with a courtesy copy to the Labor Relations Office, AMH-100, Mike Monroney Aeronautical Center.

Section 3. The Union may submit written proposals concerning the proposed change within seven (7) days of receipt of the meeting discussed in Section 2, if one is requested, or within fifteen (15) days of receipt of the original notice. If the Union requests a meeting or submits written proposals, the Parties shall meet at a mutually agreeable date, time, and place to conduct negotiations. The Union will be authorized an equal number of representatives on official time to conduct negotiations in accordance with 5 U.S.C. § 7131(a). The time limits under this article may be extended by mutual agreement of the Parties.

Section 4. If the Union does not request a briefing or submit written proposals within the prescribed time periods, the Employer may implement the change as proposed.

Article 5

Information Requests

Section 1. All written information requests made by the Union pursuant to 5 U.S.C. § 7114(b)(4) concerning the bargaining unit will be sent to the Employer's designated point of contact. The Employer shall notify the Union with the name of the Employer's designated point of contact.

Section 2. The Employer shall notify the NATCA/AFS-610 Representative when an employee is reassigned out of the bargaining unit.

Article 6

Access to Facilities and Equipment

Section 1. Union representatives may be granted reasonable access to a telephone, facsimile machine, and copy machine designated by the Employer at the representative's location for the purpose of communicating with Employer representatives and other Union representatives on representational matters, as provided for by this Agreement. Union representatives shall have access and have the ability to use FAA electronic mail to communicate within FAA and the Union, and may access the FAA Internet and FAA links to the internet to obtain information/documents necessary for official representational duties. Use of such equipment is subject to operational needs; utilization consistent with Employer policy and regulations governing such use; and is for official business only.

Section 2. The Branch Manager, Airworthiness Programs Branch (AFS-610), or his/her designee, will negotiate with the NATCA/AFS-610 Representative on space in a non-work area in or around the Branch office where the Union may place a reasonably sized bulletin board (normally 3x4). The bulletin board will comply with office standards and coordination with the Branch Manager will be accomplished prior to installation. The bulletin board will be purchased; installed and maintained at Union expense and will be used to post Union materials. The posting of scurrilous, inflammatory, false or misleading material is prohibited.

Section 3. When a Union representative is performing representational duties under this Agreement, the Employer shall make a reasonable effort, based on availability, to provide a meeting space, which will protect the confidentiality of any discussion. A space or an area may be negotiated locally for the conduct of union activities.

Section 4. Operational conditions permitting, the Employer shall approve the Union's use of space, such as a conference room or auditorium, at no cost to the Union for periodic meetings with employees in the unit, provided the space is available, and the use of the space does not interfere with other needs and requirements. These meetings shall take place during the non-duty hours of the employees involved.

Section 5. Employer facilities and equipment will not be used for any internal Union business or other activities not specifically authorized by this Agreement.

Article 7

Dues Withholding

Section 1. This Article establishes procedures for automatic payroll deductions for NATCA members employed by the FAA as certified in FLRA Case Number DA-RP-90025 on September 8, 2000.

Section 2. Pursuant to Section 7115 of the Statute, deductions for the payment of Union dues shall be made from the pay of members in the bargaining unit who voluntarily request such dues deductions.

Section 3. The Union shall be responsible for purchasing Standard Form 1187, Request for Payroll Deductions for Labor Organizations (SF-1187). The Union shall also be responsible for the proper completion and certification of the forms and transmitting them to the appropriate payroll-processing center. The Employer will identify to the Union the appropriate payroll processing center and a point of contact there.

Section 4. A BUE who desires to have his or her dues deducted from his or her pay must complete the appropriate portion of the SF-1187 and have the appropriate section completed and signed by an authorized Union official who will forward the form to the appropriate payroll processing center. The authorized official of the Union will include _____ on the SF-1187 as the appropriate payroll identification for the NATCA/AFS-610 bargaining unit. The form must be received in the payroll office at least four (4) work days prior to the beginning of the pay period in which the deduction is to begin.

Section 5. An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to the appropriate payroll processing center, provided the employee has been on dues withholding for not less than one (1) year. The NATCA/AFS-610 Representative shall provide a SF-1188 to an employee upon request. Upon receipt of a revocation form that has been properly completed and signed by an employee, the payroll office shall discontinue the withholding of dues from the employee's pay effective with the first full pay period following the employee's anniversary date. The payroll office shall notify the Union, in writing, of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

Section 6. The amount of national dues to be withheld under this Agreement shall be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of regular dues has been changed.

Section 7. The issuance of a check for the total amount of dues deducted each pay period shall be authorized by the appropriate payroll-processing center. The check shall be made payable to NATCA and mailed to 1325 Massachusetts Avenue, NW, Washington, DC 20005, not later than ten (10) workdays after the close of each pay period. With each check, the Union shall be provided with a list showing the names of employees, and the amount deducted for dues for each employee. The Union shall notify the Employer's Program Director, Office of Labor and Employee Relations of any changes in the mailing address above.

Section 8. All deductions of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit. The Employer shall be responsible for notifying the appropriate servicing payroll-processing center when an action separating an employee from the bargaining unit occurs.

Section 9. Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Statement of Earnings and Leave. Employees shall, through appropriate local organizational channels, notify the payroll-processing center promptly of any errors. The Employer shall take action to correct errors within thirty (30) days from the date the employee notified the Employer of the error. Failure or delay by an employee to promptly initiate and actively pursue any such errors may release the Employer and the Union from any obligation to reimburse the employee for dues withheld.

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Article 8**Duration**

Section 1. This Agreement is effective in accordance with the time constraints identified in 5 USC 57114(c) or upon HQ approval, whichever is earlier. The Agreement will remain in effect until superseded by the Parties' collective bargaining agreement.

Section 2. Nothing in this Agreement binds either Party with respect to their positions in any future contract negotiations.


For the Employer 10-2-00
Date


For the Union 10/3/00
Date


Approved 10/23/00
Date